

EXHIBIT 1
FILED UNDER SEAL

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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA, SAN FRANCISCO DIVISION

GOOGLE LLC,

Plaintiff,

v.

SONOS, INC.,

Defendant.

Case No. 3:20-cv-06754-WHA

**SONOS, INC.'S RESPONSES AND
OBJECTIONS TO GOOGLE LLC'S
FED. R. CIV. P. 30(b)(6) NOTICE OF
DEPOSITION TO SONOS, INC.**

SONOS, INC.,

Plaintiff,

v.

GOOGLE LLC,

Defendant.

Case No. 3:21-cv-07559-WHA

RESPONSE TO TOPIC NO. 5:

Sonos objects that this topic is overly broad and burdensome because Google (not Sonos) is the party most equipped to answer what information was “gleaned from Sonos” as a result of Sonos’s collaborations with Google, and Google is well aware of the knowledge and information that it gleaned from Sonos. Sonos further objects that “collaborations” as used herein is vague and ambiguous in that “collaborations” could be used to apply generally to a range of different activities, especially as the topic is not limited by time. Sonos will interpret “collaborations” as referring to the collaboration between the parties to develop an application that would allow Google's music service to play directly to the Sonos music system. Subject to and without waiving these objections, Sonos will produce one or more witnesses who, collectively, are reasonably prepared to provide non-privileged testimony regarding such collaborations with Google.

TOPIC NO. 6:

The agreements governing Sonos’s collaborations with Google, including but not limited to the Content Integration Agreement, Sonos’s understanding of the scope of the [REDACTED] [REDACTED] described in Section 3.4 of the Content Integration Agreement, Sonos’s understanding of whether functionality developed or information exchanged as part of the parties’ collaboration is covered by the Content Integration Agreement, and an Identification of persons most knowledgeable about this Topic.

RESPONSE TO TOPIC NO. 6:

Sonos objects to this topic as vague and ambiguous in that “Content Integration Agreement” is not defined. Sonos further objects that “collaborations” as used herein is vague and ambiguous in that “collaborations” could be used to apply generally to a range of different activities. Sonos will interpret “collaborations” as referring to the collaboration between the parties to develop an application that would allow Google's music service to play directly to the Sonos music system. Sonos also objects to this topic to the extent that it seeks information that is protected by the attorney client privilege or work product doctrine. Sonos will not make available

1 any witness to provide testimony on privileged information. Sonos further objects to this topic as
2 improper to the extent it seeks legal opinions insofar as contract interpretation is question of law.

3 For the foregoing reasons, Sonos will not provide a witness on this topic.

4 **TOPIC NO. 7:**

5 Any attempt by Sonos to license, agreements for licensing, or payments or royalties
6 received for licensing the Patents-in-Suit, the Related Patents, and/or the subject matter disclosed
7 in the Patents-in-Suit or Related Patents and an Identification of persons most knowledgeable
8 about this Topic.

9 **RESPONSE TO TOPIC NO. 7:**

10 Sonos objects that this topic is vague and ambiguous because “Related Patents” is not
11 defined. Sonos will limit its response to the Patents-in-Suit. Sonos further objects that this topic is
12 overly broad and unduly burdensome insofar as it seeks licensing, payments, and royalty
13 information for the “subject matter disclosed in the Patents-in-Suit.” As written, the topic is broad
14 enough to encompass licenses and agreements that have nothing whatsoever to do with the claims
15 or issues in the case. Sonos will provide a witness who is reasonably prepared to testify about any
16 licensing agreements, payments, and royalties received for licensing the Patents-in-Suit. Sonos
17 also objects to this topic to the extent that it seeks information that is protected by the attorney
18 client privilege or work product doctrine. Sonos will not make available any witness to provide
19 testimony on privileged information.

20 Subject to and without waiving of these objections, Sonos will produce one or more
21 witnesses who, collectively, are reasonably prepared to provide non-privileged testimony
22 regarding the licensing agreements, payments, and royalties received for licensing the Patents-in-
23 Suit.

24 **TOPIC NO. 8:**

25 The factual bases for Sonos’s assertion that it is entitled to lost profits, including but not
26 limited to demand for the Allegedly Covered Products, any allegation that there is an absence of
27 any acceptable non-infringing alternatives, Sonos’s manufacturing and marketing capability to
28 exploit the demand of any Sonos Allegedly Covered Product, and the amount of profit Sonos

1 contends it would have made but for the alleged infringement by Google, and an Identification of
 2 persons most knowledgeable about this Topic.

3 **RESPONSE TO TOPIC NO. 8:**

4 Sonos objects to this topic insofar as it seeks information that is protected by the attorney
 5 client privilege or work product doctrine. Sonos will not make available any witness to provide
 6 testimony on privileged information.

7 Sonos also objects to Google's definition of "Allegedly Covered Product." As explained
 8 in the Definitions section above, Sonos will limit "Allegedly Covered Product" to mean any past
 9 or present Sonos product or service that Sonos contends is covered by any of the Patents-in-Suit,
 10 that is, made, used, sold, offered for sale, and/or imported by Sonos and/or any of its licensees.

11 Sonos further objects to this topic as improper in that it seeks legal opinions and legal
 12 contentions. Facts that relate to Sonos's entitlement to lost profits and non-infringing alternatives
 13 call for expert testimony, and a 30(b)(6) deposition is not the appropriate procedure to discovery
 14 expert opinion evidence or testimony. To the extent that this topic seeks testimony regarding the
 15 facts that support Sonos's damages claims, Sonos objects to the topic as premature. Expert
 16 discovery in this case is governed by Court order and separate provisions of the Federal Rules.
 17 Sonos will provide such opinions in an expert report at the appropriate time under the Court's
 18 schedule and will make its expert witness available for deposition regarding those topics.

19 For the foregoing reasons, Sonos will not provide a witness on this topic.

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 21 Dated: March 22, 2022

ORRICK HERRINGTON & SUTCLIFFE LLP
 and
 LEE SULLIVAN SHEA & SMITH LLP

22
 23 By: /s/ Cole B. Richter

24 Cole B. Richter (admitted *pro hac*)

25 *Attorneys for Sonos, Inc.*